
AGREEMENT

***** Between *****

**WILSON SPORTING GOODS COMPANY
ADA, OHIO**



AND

**CHICAGO AND MIDWEST REGIONAL JOINT BOARD
AFL-CIO/CLC**



EFFECTIVE

January 22, 2020

Through

October 15, 2021

TABLE OF CONTENTS

Agreement	-----	2
Article 1	Recognition -----	2
Article 2	Management -----	2
Article 3	Union Membership and Rights -----	3
Article 4	Hours of Work & General Pay Conditions -----	4
Article 5	Holidays -----	8
Article 6	Grievance Procedure -----	9
Article 7	Evaluated Wage Rate Structure -----	11
Article 8	Seniority -----	12
Article 9	Leaves of Absence -----	17
Article 10	Vacations -----	18
Article 11	Wages -----	21
Article 12	Sanitation and Safety-----	22
Article 13	Policy Clause -----	23
Article 14	Rules -----	23
Article 15	Supervisory Work on Production -----	23
Article 16	Insurance Plans -----	23
Article 17	Retiree Life Insurance -----	26
Article 18	Accident and Sickness Coverage -----	26
Article 19	Funeral Pay -----	28
Article 20	Jury Duty -----	28
Article 21	Strikes and Lockouts -----	28
Article 22	Termination -----	29
Appendix "A"	Departmental Job Classification -----	30
Appendix "B"	Wage Rate Structure -----	30
Letter of Agreement	-----	33
Draft Side Letter	-----	35

AGREEMENT

This AGREEMENT is made and entered into by and between the WILSON SPORTING GOODS CO., located at Ada, Ohio, hereinafter called the "COMPANY", and the CHICAGO AND MIDWEST REGIONAL JOINT BOARD, hereinafter called the "UNION".

ARTICLE 1 RECOGNITION

Section 1. a. The Company recognizes the Union as the exclusive collective bargaining agency for all production and maintenance employees at its Ada, Ohio Plant, with the exception of office clerical employees and timekeepers, professional employees, watchperson, guards, foreperson, instructor of trainees, final inspectors and all others having power to hire, fire, promote and discipline with authority to effectively recommend changes in the status of employees, with regard to wages, hours and other conditions of employment.

ARTICLE 2 MANAGEMENT

Section 1. All management rights, authority and functions shall remain vested exclusively in the Company except insofar as specifically limited by express provisions of this Agreement. It is recognized that such rights, authority and functions include management of the plant and the direction of the working forces; the right to hire, suspend or discharge for proper cause or transfer and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company. In addition, products to be handled, produced or manufactured, the schedules of production, the methods, processes, the means of production, handling and distribution; the location of the plant; the right to contract or subcontract any work after advance notice to and discussions with the Union; transfer work among Company plants after advance notice to the Union; the determination of which of its plants or any part thereof shall be operated, relocated, shut down, sold or abandoned, the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof, are solely and exclusively vested in management; provided, however that any closure of the plant must be preceded by ninety (90) days notice to the Union.

Section 2. LABOR/MANAGEMENT COMMITTEE. The Labor/Management Committee will meet to discuss matters of mutual concern on an as needed basis. Furthermore, both parties will submit their agenda for each meeting. The Company will alternate with the Union in paying employees lost wages while attending Labor/Management meetings.

Section 3. LEAN IMPLEMENTATION COMMITTEE. The Company and Union agree to create a Lean Implementation Committee made up of Union and Company employees for the purposes of problem solving and communication. The Committee will meet on an as needed basis and create a schedule that is mutually agreed to determine the frequency and times for their meetings.

ARTICLE 3
UNION MEMBERSHIP AND RIGHTS

Section 1. All regular full time employees covered by this Agreement who are members of the Union as of the date of the signing of this Agreement, shall continue their membership in good standing in the Union as a condition of employment.

All regular full time employees who are covered by this Agreement who are not members of the Union as of the date of the signing of this Agreement, shall, as a condition of employment become members of the Union after the 30th calendar day following the date of the signing of this Agreement and thereafter maintain their membership in good standing. All regular full time employees who are hired on or after the date of the signing of this Agreement and covered by this Agreement, shall, as a condition of employment, become members of the Union after completing their probationary period and thereafter maintain their membership in good standing.

Section 2. The Company agrees to deduct weekly from the wages of each employee covered by the terms of this Agreement, the Union dues consisting of initiation fees and monthly dues, upon receipt by the Company of the employees' signed authorization for the deduction of such initiation fees and monthly dues, and the assignment thereof to the Union.

The Company shall remit such deduction to the Union on a monthly basis.

Section 3. In the event of an overcharge to an employee in the aforementioned deductions by the Company, and such overcharge has been remitted to the Union, the Union shall be responsible for the adjustment of such claims with the employee involved. In the event of an undercharge by the Company under the same circumstances, the Company shall make the additional necessary deductions on the next succeeding month period, and immediately remit the amount of such undercharge to the Union.

Section 4. The Company agrees to allow the Union the use of shop bulletin boards for the Union notices. The Union agrees to restrict such usage to notices of Union business and not for propaganda and campaign publicity. The Company will supply a locking filing cabinet for the Union for the purposes of record keeping.

Section 5. The Company agrees to recognize an authorized full time representative of the Union and local officers, who must present proper credentials and permit them to have access to the plant. Such visits will be confined to working days and hours, and a Company representative may accompany the Union representative on such visits.

Section 6. All visitors, employees or non-employees, must report to the front office and will not be permitted access to the factory floor, without permission from Management.

Section 7. Workers United for Political Power Campaign Committee. The Employer shall provide for payroll deduction for all employees who voluntarily authorize such a deduction as a contribution to the Workers United for Political Power Campaign Committee, or any successor thereto. All payroll deductions to Workers United for Political Power Campaign Committee shall be based on written authorization cards signed by the employee.

Employer shall make the deduction for the Workers United for Political Power Campaign Committee for each payroll period or other designated work period worked by the employee who has authorized the

deduction. Employer shall promptly transmit the amounts deducted from employees' paychecks for the Workers United for Political Power Campaign Committee, in a separate transmittal from dues, to Workers United for Political Power, Chicago & Midwest Regional Joint Board, 333 S. Ashland Ave., Chicago, IL 60607 accompanied by a CD or other computer-readable list of the names, addresses, and last four digits of social security numbers of all employees for whom a PAC deduction was made together with the date and amount of that deduction.

Workers United shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other terms of liability that shall arise out of and by reason of an action taken by Employer in reliance upon PAC payroll deduction cards submitted to the Employer.

The parties acknowledge that the Company's cost of administration of this payroll deduction has been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the pay and benefit provisions of this Agreement.

Section 8. The Company shall allow the Union to meet with all newly hired employees of the Company who become eligible to join the Union after the employee completes their probationary period. The meetings shall be a duration of thirty (30) minutes and shall be held at the end of the shift. The Company shall notify the Union on the first day of the month of those employees who are to receive orientation. The Company shall have no responsibility to ensure meetings take place. The orientation meetings shall be managed by the existing members from Union leadership or Union management. One meeting per month will take place for all Union employees who have completed their probationary periods during the month. The Union shall give the Company at least two (2) business days notice before holding a meeting under this Section.

Section 9. The Company will pay all costs for printing copies of this Agreement for all Union employees covered under this Agreement. The contracts shall bear both the Company and Union logos. This Section shall apply to the initial copying of the Agreement in a supply that each Union employee shall receive a copy of the Agreement. If the Union believes that the additional copies of the Agreement need to be printed after this initial printing, the Parties shall discuss, in good faith, the costs associated with the printing of those additional copies.

ARTICLE 4

HOURS OF WORK & GENERAL PAY CONDITIONS

Section 1. a. The normal work schedule of work hours for regular full-time employees shall be forty (40) hours per week to be worked on any four or five consecutive days, Monday through Friday. Nothing in this Article shall be construed as a guarantee or limitation on the hours of work per day or per week.

Should a change in starting or quitting times be desired, the Company will meet with the Union to discuss the need for changed hours and will provide one (1) week advance notice to affected employees to permit them to make arrangements to adapt to said changes. Similarly should a change to summer hours be desired, the Company will offer options to the Union.

b. Any work performed by an employee in excess of his/her scheduled work day or forty (40) hours in a regularly scheduled workweek, whichever is greater, but not both, shall be paid at the rate of time and one-half (1 ½).

c. All work performed outside of the normally scheduled work week will be paid at the rate of time and one-half (1 ½) provided the employee has worked the full normally scheduled forty (40) hour

work week, except in cases when the employee cannot work the full normally scheduled work week because of absence due to:

1) A recognized holiday listed in Article 5 of the present Agreement is observed on one of the regular scheduled work days.

2) When an employee is injured on the job.

3) The employee is absent to attend the funeral of his or her immediate family. Immediate family shall refer to those listed in ARTICLE 19 of this Agreement.

4) The employee was on a layoff status.

5) Personal illness substantiated by written advice from the attending doctor, or the absence for illness only has been excused by the Company. This will only be effective two (2) times per calendar year. Once an employee exhausts their two (2) times, the language will no longer apply to that individual.

6) Employees with four (4) occurrences or less will be excused by the Company.

d. All work performed on Sunday shall be paid the rate of double time.

e. For purposes of this article, the term worked does not include FMLA.

Section 2. There shall be no duplication or pyramiding of overtime or premium pay. Work compensated for at overtime or premium rates shall not be counted further for any purpose in determining overtime or premium pay under the same or any other provision of this Agreement.

Section 3. When overtime is necessary in the conduct of the Company's business, the employees who are regularly assigned to the operation will be offered the overtime. Employees who are regularly assigned to the operation and under 100% efficiency will not be eligible for overtime, unless management deems necessary to meet production requirements. If additional help is needed on the operation on an overtime basis during the regularly scheduled work week, it will be offered to other employees in the department on a seniority basis, provided the employee(s) is qualified to perform the operation. If additional help is needed on the operation on an overtime basis, beyond the normally scheduled work week, it will be offered to other employees plant wide on a seniority basis, provided the employee(s) is qualified to perform the operation. It is understood that the term "qualified" or any variation thereof shall mean that the employee must be able to perform a piecework job and earn 100% of the base rate for the job or efficiently if assigned to a day work job.

Overtime, when necessary, will be scheduled by management. Extra-day overtime, when necessary will be scheduled on Saturday, whenever possible, Sunday overtime will be considered voluntary, unless Saturday's overtime schedule is full. Employees who are scheduled to work extra-day overtime will be notified prior to quitting time on the second day beforehand. Employees who are scheduled to work over their scheduled workday will be notified prior to quitting time the previous work day. Employees who do not receive the aforesaid advance notice will have the option of accepting or rejecting the work unless the Company has good faith business reasons for being unable to do so in which event the Company shall advise a Union officer.

Employees are expected to work all scheduled overtime. However, it is further agreed that due to extenuating circumstances, employees may be unable to work overtime every time requested and therefore will be excused, but it is understood employees may be required to work a reasonable amount of overtime if requested. Reasonable is defined to mean two thirds (2/3) of the available overtime each week whether it's mandatory or voluntary. Employees working overtime on Saturday's must work a minimum of two (2) hours unless production is not available.

Section 4. An employee reporting for work not having been advised to the contrary by the employer, and being prevented from working through conditions within the employer's control, shall be given employment and paid for four (4) hours work at his or her regular rate.

a. The Company will pay at base rate for all time in excess of forty-five (45) minutes that it requests employees to remain in the facility when there is no work available due to a power shortage, major plant equipment breakdown or other unforeseen circumstances.

b. Maintenance employees who have left work at the end of their scheduled shift, and have left the plant property, who are then called back to work on a shift other than their own, will be provided with a minimum of two (2) hours work at the appropriate rate, or two (2) hours pay at the straight time rate.

c. If Maintenance determines that the machine repair will take longer than four (4) hours, and there is no machine available, any employees transferred to that job for Company Convenience will first be returned to their home job, thereafter the junior person will be taken off the job while the senior person remains on the job.

Section 5. The principle of equal pay for equal work shall be recognized, however, it is understood that production requirements may cause an unequal distribution of work. The Company will attempt to keep the work distribution as fair as possible.

Section 6. In the event an employee previously served a probationary period, left the Company's employment and returns to work in a job formerly held by him/her, he/she shall receive the rate for the job after he/she has been reemployed for thirty (30) calendar days. The regular rate shall be paid upon return of laid off employees or from leave of absence.

Section 7. In the event a piecework employee is temporarily assigned to a job other than his/her own for the **convenience of the Company**, he/she will receive his/her established quarterly average hourly rate while assigned to that job or the job rate of such job or the piecework earnings, whichever is higher. Employees reassigned to fill an initial vacancy created by the absence of another bargaining unit employee will be paid for all time spent on the assignment, the job rate of their regular job, or the job rate of the assigned job or the piecework earnings that they earned while on the assigned job or, if work remains in their classification, his/her established quarterly average hourly rate, whichever is higher, provided that the employee who is assigned to the vacancy is the junior employee on his/her job. Such temporary assignments shall not exceed forty-five (45) calendar days except by mutual agreement of the Company and the Union. In the event an employee is otherwise temporarily assigned to a job other than his/her own, he/she will be paid for all time spent, the rate of the job to which he/she is assigned or the piecework earnings, whichever is higher.

Section 8. Average hourly earnings of a piece or incentive worker for purposes of holidays with pay shall be the employee's last established straight time quarterly average, and the calendar (Company version) shall be posted and handed out each year. For computation purposes, there shall be a fifteen (15) day grace period and such new averages shall be made effective following such grace period. For the calculation of average hourly earnings, the Company shall not consider any rates paid or time spent for the convenience of the Company.

Section 9. If an employee is injured on the job and is instructed to go home by the Company during working hours, the employee will be paid his or her job rate for the day of the accident for work time lost for his/her scheduled hours of the work day.

Section 10. The Job Rate shall be paid for all time not paid on the basis of actual incentive earnings, except for the following conditions:

a. A piecework employee who is given the following work assignments shall be paid his/her established average hourly rate for such work:

- 1) Training of another employee;
- 2) Experimental or developmental work that creates a process change
- 3) One hour or less of downtime

b. A piece work employee shall be paid on the basis of his/her established average hourly rate for the two other pay conditions elsewhere covered in the Agreement: namely Holiday Pay and Vacation Pay.

Section 11. Employees who are assigned to another job on a regular basis as a result of an increase in the work force, a reduction in the work force, or a move to another job, shall have their job rate changed in accordance with the following:

a. If the employee has previously performed the job, the employee will be paid the full rate for the job;

b. If the employee is moving to a job in a lower pay level, the employee will be paid the full job rate for the job;

c. If the employee is moving to a job in a higher pay level, the progression schedule for the job will apply. The employee will be paid full job rate once the progression schedule time limits have been completed.

Section 12. Any employee who performs his/her regularly assigned job during any given day and is temporarily reassigned to another job having a lesser job rate, the employee shall be paid at his/her regular job rate for the hours of such reassignment or piecework earnings on the reassigned job, if they are higher.

Section 13. Special projects involving the rework of the plant's products may be put through the normal flow of productions and the employees will be paid their job rate or their actual piecework earnings, whichever is higher for such work. It is understood that the normal repair employees will also assist on these special projects unless there is some other repair work that is urgently needed. Any reassignment of the normal repair employees to other work at the time of a special repair project will be discussed in full with the local Union President.

Section 14. In the event of a machine breakdown of more than one hour, the employee(s) involved will be paid the base rate for the job classification. Should a faulty stock condition exist, such condition will be evaluated by production management and/or the Company's Management Team to decide if any additional time is to be granted to the piecework operators affected. It will not be possible to accumulate a higher pay rate than average, unless the total of accumulated pay tickets exceed the average.

Section 15. In a normal work day, each employee will be provided with two (2) ten (10) minute rest periods, staggering the times between different areas and one (1) rest period of six (6) minutes for anything over nine (9) hours. The rest periods are granted to afford the employee time off for personal relief. Approval from your supervisor or other management personnel must be secured for other necessary time away from the workstation.

ARTICLE 5 HOLIDAYS

Section 1. The following days shall be considered holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	December 24 th
Fourth of July	Christmas Day
Labor Day	December 31 st
Floating Holiday	Floating Holiday

All requests for either Floating Holiday shall be pursuant to the vacation scheduling in Article 10, Section 10a. To be eligible for either Floating Holiday in any calendar year an employee must be hired before September 1 of that year. Further, employees hired after November 11, 2016 shall become eligible for the second Floating Holiday after one (1) year of service.

Section 2. Each employee shall be paid for the holidays designated above under the following conditions:

- a. The employee must work the previous regularly scheduled work day and the subsequent regularly scheduled work day.
- b. In the event of unavoidable lateness, the Company may request the employee to substantiate the lateness. The Company will deduct the amount the employee was late from their Holiday Pay and the Attendance Policy will be applicable.
- c. In cases of illness on the scheduled work day before the holiday and/or the scheduled work day following the holiday, documentation for the illness will be accepted once per calendar year and the Attendance Policy will be.
- d. An employee who is laid off within the week in which the holiday falls shall be paid for that holiday.
- e. If an employee starts a recognized leave within the week in which the holiday falls, the employee shall be paid for the holiday.
- f. If the absence before or after the holiday has prior management approval, holiday pay will not be affected.
- g. For the purposes of this article, the term worked does not include FMLA.

Section 3. An employee working on a holiday named above shall be paid at the rate of double time.

Section 4. Payment for the holiday shall be made by adding to the employee's earnings for the holiday week an amount equal to the employee's regular earnings for eight (8) hours.

Section 5. Holidays falling on Monday through Friday will be paid holidays. All holidays falling on Sunday shall be celebrated on Monday. All holidays falling on Saturday shall be celebrated on Friday as well as other holiday arrangements will be mutually agreed upon between the Company and the Executive Board.

Section 6. Payment for a holiday will not be made for any day that an employee receives sick pay.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 1. Should differences arise between the Company and the Union or any of its members under the scope of this Agreement, as to the meaning and application of the provisions of this Agreement, or should any dispute of any kind arise in the plant, there shall be no slow down or suspension of work on account of such differences, but an honest effort will be made to settle such differences immediately in the following manner. A grievance must be filed within five (5) days of the date of occurrence or within five (5) days of the date the grievant learned of the matter.

STEP ONE: The aggrieved employee or employees with the department steward or the department steward without the employee shall discuss the matter with the department supervisor. The supervisor will give an answer on the grievance within two (2) working days. If the grievance is not resolved in this step within two (2) working days from the time the answer is given, it may be submitted in the next step or be considered resolved.

STEP TWO: All grievances presented in this step of the procedure shall be in writing and shall set forth the alleged agreement violation. A grievance meeting shall be held between the Union grievance committee and the factory Human Resources Manager and/or his/her designated representatives within three (3) working days of the date of the grievance in this step. Should the grievance not be settled in this step, the grievance may be submitted to the next step of the procedure within three (3) working days from the date of the Company's answer or be considered settled.

If circumstances prevent such meeting from being held in three (3) days, the parties can agree to a mutually satisfactory later date. If the company needs additional time before giving their answer, an extension of time beyond the three (3) days shall be by mutual agreement.

STEP THREE: Grievances in this step of the grievance procedure shall be discussed between the Union grievance committee, which includes the President, Vice-President, Recording Secretary and Steward(s), the International Representative of the Union and the Plant Manager and/or his/her designated representative within fifteen (15) working days from the date the grievance is submitted in this step. If circumstances prevent such a meeting from being held in fifteen (15) working days, the parties can agree to a mutually satisfactory later date. So that all pertinent facts and information relating to the grievance can be known and considered, each party for their own purposes may elect to bring in to the meeting other employees who can contribute additional needed information. Such additional persons will only participate in the meeting to the extent necessary to present their facts and information. The Company shall give the Union a written answer to the grievance no later than five (5) working days from the date of the third step discussion. If it is desired to submit the grievance to the next step, written notification shall be given to the other party as set forth in Step Four below or be considered closed.

MEDIATION: The parties agree it is more economical, wherever possible to settle disputes without resorting to arbitration and requests for arbitration will be held in abeyance until after the mediation process. In that regard, the Union and the Company may mutually agree to a "mediation" meeting, which shall be "off the record", the results of which shall be inadmissible in any subsequent hearing, to discuss a pending grievance. A matter shall only be referred to mediation once.

If mediation is jointly requested, Step Four of the grievance procedure shall be held in abeyance. The parties shall request the Federal Mediation and Conciliation Services to provide a commissioner to be the mediator referred to above. The mediation shall be scheduled as quickly as possible. The parties shall have the right to provide the mediator with any material he/she shall deem relevant.

STEP FOUR: If the grievance is not resolved in Step 3, and the Company's final answer is not satisfactory to the Union, the Union may appeal the grievance to arbitration by giving written notice of its desire to arbitrate to the Company within thirty (30) days after the date of the Company's final answer in Step 3,

or the grievance will be closed. If the grievance is appealed to arbitration, representatives of the Company and the Union shall meet to select an arbitrator. If the parties are unable to agree to an arbitrator within thirty (30) days after the Union has served its written notice upon the Company, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The Union shall first strike one name from the list and the Company shall strike one. The person whose name remains shall be the arbitrator. If on the panel submitted, no one name is acceptable to a party, up to two (2) additional panels of names may be requested before the striking procedure begins. The arbitrator shall be notified of his/her selection by joint letter from the Company and the Union requesting that he/she set a time and place for the hearing, subject to the availability of the Company and the Union representatives, and the letter shall specify the issue(s) to the arbitrator.

The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the expressed provisions of this Agreement. The arbitrator shall not have authority to add to, detract from, or alter its provisions in any way, nor shall he/she substitute his/her discretion for that of the Company or the Union or exercise any responsibility or function of the Company or the Union. Unless the parties agree in advance in writing, only one grievance may be submitted to the arbitrator.

Section 2. Settlement of any grievance reached after Step 1 of the grievance procedure shall be in writing and shall be final and binding on all parties.

Section 3. In cases of grievances involving disputes pertaining to new or changed piecework rates of new or changed jobs, and such disputes are not resolved in accordance with the first three steps of the grievance procedure, either party may request that the third step of the procedure involve an independent industrial engineer (i.e. one from the outside the Ada plant) for the purpose of helping resolve the dispute. This in no way precludes the Union's coincidental use of their own industrial engineer under provision of Article 7 Section 1.b.

Section 4. No employee or representative can leave his/her work station to investigate grievances without the supervisor's prior approval. The employee or Union representative will be excused within thirty (30) minutes of his/her request, except where it may interrupt the flow of production. Unless business circumstances dictate otherwise, all Union business must be handled at the end of the shift (last thirty (30) minutes of the shift).

Section 5. Expenses associated with the arbitration procedure including the arbitrator's fee and expenses and the meeting room will be shared equally by the Company and the Union. Otherwise, each party shall pay its own expenses, including its witnesses and representatives.

Section 6. The no strike clause shall be in effect on all grievances.

Section 7. DISCHARGE GRIEVANCES. Any grievance over a discharge must be filed with the Company in writing within five (5) working days after the date of the discharge or it will be invalid. The discharge grievance will be handled promptly under the procedures at Step 3.

Section 8. Whenever used in the Article, the term "working day" means a normally scheduled work day, exclusive of holidays.

ARTICLE 7
EVALUATED WAGE RATE STRUCTURE

Section 1. The evaluated Wage Rate Structure (Job Classification and Job Rates) as outlined in Appendix B attached hereto, shall continue in effect for the duration of this Agreement except as it will be changed by general wage increases or in accordance with the following:

a. It is understood that the determination of the piecework base rates and piecework production requirements continues to be a function of management. It is also a function of management to continuously improve by finding better ways of processing with changes to equipment, materials, methods, part presentation, and standardized work. In addition, excessive and reoccurring reasons for lost production time may be evaluated and corrected. Base rates and/or piecework rates may be changed by management at any time, after notification to the Union, if there have been legitimate changes in methods, equipment or materials and such changes shall be restricted to the elements that are affected by an increase, decrease, addition, elimination or modification of the job elements.

b. New or changed piecework production requirements shall be established on a fair and equitable basis. Grievances regarding new or changed piecework production requirements shall be subject to the Grievance Procedure as provided in the Agreement. The employee(s) shall give the new incentive rates a fair and conscientious trial for two (2) work weeks. If, after the two (2) work weeks of trial, the employee(s) deem such a rate or rates to be inaccurate, the employee(s) may file a grievance challenging the accuracy of such new piecework rates. If the new rates are not challenged or grieved within one (1) work week after the completion of the two (2) work weeks trial period, such rate(s) shall be considered as not in dispute. The foregoing time considerations for filing of a grievance for new piecework rates shall be the only variation in the time limits as provided in the Grievance Procedure of this Agreement.

So as to have an orderly and fair method for resolving such piecework grievance, the Company agrees that if, after Third Step grievance discussion, such grievance is still unresolved, the Union will be permitted to have a qualified Industrial Engineer (not Union officials normally handling Company labor matters) come into the factory for the purpose of observing and making a time study of the operation involved in the disputed rate. Such factory visit will be prearranged with the Company for a mutually satisfactory time. The Company's designated representative will be present during "the check study". If such check study by the Union Industrial Engineer and subsequent discussions between the Company and the Union does not result in a settlement of the dispute, the grievance may be submitted to the arbitration step of the Grievance Procedure.

c. When a new job is created or job make-up is changed to the extent that it would be reclassified to another pay level, the Company shall evaluate such job and assign it to the correct pay level. The Company will notify the Union, in writing, within thirty (30) days from the date such new job is created.

The Union shall have the right to question any such new or changed pay level provided they do so within two (2) weeks from the date of notification. The Company and the Union shall meet as promptly as possible after receiving the Union's request for the purpose of resolving any disagreements as to the grading of new or changed jobs.

**ARTICLE 8
SENIORITY**

Section 1. Seniority will be observed on a departmental basis as listed below except as otherwise provided herein:

1. Lockstitch Sewing Department
2. Other Sewing Department
3. Assembly Department
4. Maintenance Department
5. Bladder Room Department
6. Warehouse Department

For seniority purposes, the job classifications for the respective departments shall be listed as Appendix "A".

Section 2. Employees will be regarded as probationary employees for the first ninety (90) calendar days of employment. During said probationary period, the employer reserves all rights to layoff, discharge or transfer of such employee, provided, however that at the conclusion of ninety (90) days of employment, the name of each probationary employee shall be placed on the seniority list in his/her department. The Company reserves the exclusive right to extend the probationary period of the probationary employee and will notify the Union President or Vice-President of this extension and provide the reason for the extension.

Section 3. In the event it becomes necessary to send employees home within a job classification for the balance of the work week, because of lack of work due to excessive absenteeism, a shortage of materials, machine breakdown, or conditions beyond the control of the Company, the Company will make reasonable effort to place the more senior employee on any open job for which they have the capacity to perform the available work. If the available work assignment is across department lines, the Company agrees to limit such assignments to the remainder of the workweek when there are employees on permanent layoff from the department where the temporary assignment exists. The Company will then layoff the junior employees in that classification based on their departmental seniority. Should an aforesaid stated condition exist where the Company has knowledge a job or group of jobs will be affected by a shortage of work for more than ten (10) consecutive work days, the Company will exercise the layoff conditions provided in Section 4 below.

Section 4. In the event the Company determines the reduction in the work force is to be in excess of ten (10) consecutive workdays, the temporary layoff conditions may be disregarded and, in such cases, the employees with the least amount of departmental seniority will be laid off first. When an employee is laid off from his/her department, the employee shall have the following options:

a. Accept an open job in another department, or if there is no open job, displace a probationary employee in another department provided the employee has the capacity to perform the job.

b. If the employee cannot be offered a job in (a) above, the employee may elect to claim another job in another department provided the employee previously performed such job for forty (40) hours or more and the employee has more seniority within the department than the employee being displaced.

c. If the employee cannot be offered a job in (a) or (b) above, the employee may elect to displace the most junior employee in the plant in a position not exempt from bump, provided they have the capacity to perform the job to which they would be assigned.

OR

d. Accept a layoff with the understanding that the employee waives all rights to recall except to the department from which the employee was laid off.

e. Employees displaced due to a reduction and the application of (b) or (c) above shall exercise their rights based on their seniority.

f. The Company will seek volunteers for layoff prior to forcing and will accept those volunteers who would prevent a reduction in force.

Section 5. The senior employees not laid off and who must be reassigned to other jobs shall remain in their department where recognized, and shall select a job according to their seniority provided they have the capacity to perform the work. Senior employees affected by a reduction in the work force as outlined in Sections 3 and 4 may accept a layoff in lieu of another job provided with the understanding that the employee waives all rights to recall except a recall to their regular job.

Section 6. Employees who are laid off and who have not exercised the option opportunity in Section 4 (a) shall be offered employment in other departments before new employees are hired, provided they have the capacity to perform the job to which they would be assigned. Employees who reject such offer of employment, do so with the understanding that all recall rights are waived except to the department from which the employee was laid off.

Section 7. When recalling employees from layoff the employees with the greatest amount of departmental seniority will be the first to be recalled provided they have the capacity to perform the work. However, in order to expedite the resumption of operations, seniority may be disregarded for such recalls provided that the more senior employees who may remain on layoff are recalled to work within ten (10) continuous normal workday.

Section 8. An employee who is laid off and accepts a job in another department shall be placed on the seniority list of the later department after thirty (30) days and shall accrue seniority in both departments. When the employee is recalled to the department from which he/she was reduced, such employee must return to their former department and all seniority in the new department shall be retained if in excess of ninety (90) days, but such seniority shall not continue to accrue.

Section 9. When an employee is recalled to his/her job from which he/she has been laid off and fails to report for work as provided in Section 15, the employee shall be considered as having quit.

JOB ELIMINATION

Section 10. An eliminated job shall be defined as a job that has ceased to be performed in the plant, a job the parties mutually agree has changed dramatically or a job the parties mutually agree has been permanently reduced dramatically. An employee shall hold seniority on "eliminated" jobs for a period of eighteen (18) months from the date the employee was removed from the eliminated job. In case such job is reinstated while an employee still holds seniority to the job, the employee will have the option of returning to the former job or staying in their current classification. The job or jobs eliminated will be reinstated as full time permanent vacancies once the job has been performed for three (3) days per week

over a three (3) month period. Employees electing to return to those jobs may have additional work assigned to them to cover the remaining hours in a normal work week.

An employee whose job is eliminated under the provision of this section will, in addition to the displacement rights available within their department as provided in Section 5 above, have the additional option of taking an open job in another department provided they have the capacity to perform the work. Should no open job exist in another department, the employee will have the option of displacing the junior employee in another department providing the displacing employee has greater seniority and the capacity to perform the work. Should the employee displace to another department under these provisions, he/she will have the seniority accrued on the "eliminated" job transferred from the former department to the new department.

An employee whose job is eliminated under the provisions of this section may elect to exercise his/her elimination rights set forth above or accept a job elimination layoff for no longer than ninety (90) days. Should the employee elect the layoff he/she may exercise his/her elimination rights only to jobs that were not available at the time of the job elimination during the 90-day period. In the event the employee has not exercised his/her elimination at the end of the 90-day period, he/she must exercise his/her elimination rights at that time. In this event, the employee may exercise his/her eliminations rights in accordance with the provisions of this section. It is the employee's responsibility to monitor which new jobs are available during the 90-day job elimination layoff.

An employee displaced by an employee exercising job elimination rights shall have the options set forth in Section 4.

DISQUALIFICATION

Section 11. Once an employee has qualified on a job, the only way he/she may leave that job is through: 1) Job Bid; 2) Layoff due to work reduction; 3) Permanent job elimination; 4) Medical disability certified by a Company Physician; 5) Disqualification by the Company for inability or failure to perform the job at 100% of base rate or at an acceptable rate in the case of a daywork job (See Section 17); 6) Employees with more than five (5) years who are medically disqualified from their job with medical certification may select the job of any junior employee in the plant if he/she is physically able to perform it at 100% of base rate or at an acceptable rate in the case of a daywork job. Employees with less than five (5) years who are medically disqualified with medical certification may return to their former job, if open and physically able to perform it or take an open job in their department, or displace the junior employee in their department whose job they can physically perform at 100% of base rate or efficiently in day work. It is understood that only one (1) medical selection is permitted for any single "permanent" disability. Should the disabled employee be unable to perform the job selected then he/she will be considered disqualified and treated under that contractual provision. Disability selections are not permitted for temporary disabilities (and the employee exercising this selection right may return to their former job only through the bid procedures in the rare case that a permanent disability is lifted).

The Company has the right to require an examination/evaluation to be completed by a medical provider selected by the Company. If there is a difference in medical opinions, the parties will select a third (3rd) medical provider for final determination. If the Company applies this paragraph to an employee all costs associated with medical expenses for the third (3rd) opinion and lost time of the employee will be paid by the Company.

Employees disqualified from their job for inadequate performance may be offered an open job in the department or, if none exists, an open job elsewhere in the plant. Should no open job exist, the employee will be laid off, subject to the recall provisions stated elsewhere in this Article. Should the employee be subsequently unable to perform the job at 100% of the base rate, or efficiently in the case of daywork, they will be terminated.

For purposes of medical disqualification only, Lockstitch A employees shall have right in the "Other Sewing Department" and Maintenance employees shall have rights in the "Assembly Department".

An employee displaced by an employee pursuant to medical disqualifications shall have the options set forth in Section 4.

APPLICABLE TO ALL OF THE ABOVE

Section 12. It is understood that the term "capacity to perform the work" means that the employee must be able to perform a piecework job on a piecework basis, or efficiently if assigned to a day work job. If the employee accepts a job they have previously held or performed on a qualified basis, they must perform at 100% base rate or efficiently in the case of day work within five (5) workdays. Due to the complexity of the following jobs: Cutter, Bladder Machine Operator, Shipping Helper(s), Utility Operator (A & B), Lockstitch Operator, Puritan Operator, Laser Machine Operator and Auto-Cutter When bumping to a job never held before, they must reach 100% of base rate or efficiency in day work jobs, in accordance with the schedule spelled out in Appendix B. If a significant methods change occurred on the job, the employee will receive additional training time.

Section 13. The following job classifications: Bladder Machine Operator, Shipping Helper(s), Utility Operator (A & B), Lockstitch Operator, Puritan Operator, Laser Machine Operator, Auto-Cutter, Cutter and Maintenance, due to their critical nature and leadership content, will be awarded after normal posting process, but are exempt from bump unless the displaced employee has previously performed the job on a qualified basis (as defined in Section 12); provided, however, that Cutter and Puritan shall not be exempt in a situation involving the application of the second sentence of the second paragraph of Article 8, Section 10, above, or to employees with twenty (20) or more years of service.

Section 14. For purposes of layoff and recall only, a maximum of five (5) Union officials shall head the seniority list of their respective departments during their terms of office, providing he/she has one (1) year or more of service. If there is more than one (1) Union official in the same department, seniority will be granted as follows:

- First - Steward
- Second – President
- Third – Vice President
- Fourth – Recording Secretary

Area stewards, not to exceed one (1) shall cover each of the following areas:

- a) Sewing Department – Main Plant
- b) Assembly Department – Main Plant

Section 15. An employee's seniority shall be lost and the employment continuity broken and terminated under the following conditions:

- a. If an employee is discharged or dismissed;
- b. If an employee voluntarily quits; and
- c. If an employee is absent from work for three (3) days or more without notifying the Company, provided that, if sufficient and satisfactory proof is given to the Company that failure to give such notification was brought about by conditions beyond the control of the employee(s), this section shall not apply. This section in no way permits an employee to be absent from work without properly notifying his/her supervisor.

- d. An employee, after having been on layoff, shall return to work as soon as practicable but in

no event later than three (3) days following contact by the Company. Such contact shall be by telephone (with a Union representative present) and/or by certified mail to the employee's address last appearing on the Company's records. A copy of such notice shall be given to the Union at the time of mailing. Extensions of one (1) week shall be granted by the Company for satisfactory reasons given for such extension by the employee prior to the expiration of such period of one (1) week.

e. If an employee is laid off due to lack of work or reduction of the work force and is not recalled to work before eighteen (18) months has elapsed, such employee shall be considered terminated. In cases of compensable injuries and/or sick leave, a leave of absence will be granted up to eighteen (18) months. The employee's health insurance shall continue for a maximum of twelve (12) months while the employee is on a leave of absence. Once this timeframe is exhausted, the employee shall be issued COBRA notice. The employee's job protection rights shall conclude after eighteen (18) months.

Section 16. When a vacancy occurs and such vacancy is to be filled or a new job is established, the employee the greatest amount of plant seniority who bids on the job shall be offered such job provided the employee has the capacity to perform such job.

After the bid is filled, employees within a job classification may exercise their right to shift preference according to department seniority.

Section 17. a. New jobs or vacancies will be posted on the bulletin board for a period of three (3) working days. Employees desiring such jobs shall indicate their desire by signing their name on the posted bid sheet. Employees bidding on the job shall have the ability to perform the physical requirements of the posted job at the time the Company moves the employee to the new position. Job postings will be limited to the original opening and the vacancy will then be filled by a laid off employee and finally an outside hire. Once a job is posted it need not be reposted for forty-five (45) calendar days upon completion of the bidding process.

Three (3) years after an employee has been disqualified by the Company for inability or failure to perform the job 100% of base rate or at an acceptable rate in the case of a day work job, the employee may request a review of his/her disqualification. If the parties mutually agree, the employee may be allowed to bid on an opening in the job from which he/she was previously disqualified.

b. If an employee is on an approved leave of absence such as sick leave, industrial leave, temporary military leave, Union business, etc., for an extended period, the absent employee's job may be posted for bid as a temporary job.

Section 18. a. Employees bidding on and receiving a job shall be assigned to the new job as soon as possible or within thirty (30) working days. An employee may, within forty (40) hours within a two (2) week period of being placed on the job, return to their previous job with the understanding that if they return voluntarily of the own accord, they will not bid again for six (6) months, unless by mutual agreement.

b. Employees who fail to qualify on the new job during the specified length of time as established by the Wage Rate Schedule in Appendix B. will be able to exercise their rights as outlined in Article 8, Section 4.

Section 19. Newly hired employees shall not be eligible to bid on other vacant jobs until they have accrued six (6) months of working experience in the plant, except by the consent of management.

Employees who become Puritan Operators, Lockstitch Operators, or Maintenance Employees shall not be eligible to bid on other vacant jobs until they have performed in that job for one (1) year

except by consent of management. The Company will notify potential employees in the positions listed above that they will be unable to bid for one (1) year.

Section 20. Employees transferring by bid across departmental lines shall maintain but not accrue seniority in their original department and shall accrue seniority in the new department after completion of a successful bid.

Section 21. The Company shall provide adequate training for employees going on new jobs. Employees who fail to qualify for the new job will be ineligible for such jobs in the future. An employee voluntarily rejecting a job they have bid on may not rebid the same job for two (2) years, except by the consent of Management.

Section 22. A seniority list of all employees covered by this Agreement shall be furnished to the Union when requested. Such seniority list shall indicate the employee's names, addresses, phone numbers and any other relevant information of bargaining unit employees.

Section 23. When operational requirements necessitate moving employees to another shift, the following procedure will apply:

1. Employees classified in the jobs needed on the new shift will be permitted to volunteer for those jobs;
2. If volunteers do not fill the staffing requirements then the junior employees in the classifications needed, will be scheduled to switch to the shift with the needs. Employees can only change shifts by:
 - a. Bidding on an open job.
 - b. Displacing a junior employee in their classification in case of reduction.
 - c. Exercising shift preference by department seniority on January 1 and/or July 1 of each year. Such request shall be made through the supervisor within the Department.

Section 24. Each employee must maintain a current telephone number and address on file with the Company or the Company is relieved of any contact obligation as defined in the collective bargaining agreement.

ARTICLE 9 LEAVES OF ABSENCE

Section 1. The Company shall grant leaves of absence to any employee(s) who have been duly selected to attend conventions of the Union or for any other Union activities. Said leave of absence shall not be granted to more than three (3) employees at the same time. Those days will be calculated as days worked.

Section 2. Sick leaves will be granted upon request to employees having established seniority. In case of illness for a period of one (1) week or longer, such illness must be substantiated by medical verification from the employee's physician, and when requested, the employee presents him/herself to the Company doctor for examination.

Section 3. In extenuating circumstances, upon consent of the Company, leaves may be granted for personal reasons. Requests for personal leaves must be submitted in writing.

Section 4. The Company hereby agrees to grant leaves of absence for a period of not more than one (1) year at a time or the termination date of the contract, whichever is sooner, to any one employee elected or appointed to a full time post with the Union.

Section 5. The Union shall be supplied by the Company with a record of all persons to whom a leave has been granted.

Section 6. It is further understood that during the period of such leave, seniority shall accumulate.

Section 7. An employee who, while on leave of absence, engages in other employment without the consent of the Company or fails to report for work on or before the expiration of his/her leave of absence without legitimate reason acceptable to the Company, shall be considered to have quit without notice and thereby shall have lost his/her seniority.

ARTICLE 10 VACATIONS

Section 1. Regular full time employees (not including casual and part time employees) shall receive a vacation with pay on the following:

“Vacation Eligibility Year”

- a. The service requirements to qualify for a vacation must occur within the Vacation Eligibility Year, which shall be the same as the Company’s fiscal year (January 1 to December 31, inclusive). Vacations are not cumulative nor retroactive.
- b. All vacations must be taken during the calendar year, with the exception of first-year employees who must take their vacations during their anniversary year.
- c. Anniversary year runs from the employee’s hire date until their one (1) year service date with the Company.

EFFECTIVE JANUARY 1, 2020

Years of Continuous Service	Amount of Vacation per Fiscal Year
One (1) year and less than two (2) years of continuous service	Forty (40) hours
Two (2) years and less than five (5) years of continuous service	Eighty (80) hours
Five (5) years and less than ten (10) years of continuous service	One hundred twenty (120) hours
Ten (10) years and less than twenty (20) years of continuous service	One hundred sixty (160) hours
Twenty (20) years or more	Two hundred (200) hours

“Continuous Service” is defined as a year of service for each anniversary year (anniversary date to anniversary date) in which there is no employment break due to resignation, discharge, dismissal, release, failure to return from approved leave of absence, or layoff of more than twelve (12) months. Those employees who have five (5) years or more of continuous service shall not lose their service if they are recalled from layoff within eighteen (18) months from day of layoff.

Regular full-time employees who have passed their 90-day probationary period are eligible for sixteen (16) hours of vacation to be used during their first anniversary year.

Example: Joe is hired on February 1, 2019. On May 1, 2019, Joe becomes eligible for sixteen (16) hours of vacation to be used by January 31, 2020. On February 1, 2020, Joe becomes eligible for forty (40) hours of vacation to be used by December 31, 2020. On January 1, 2021, Joe becomes eligible for forty (40) hours of vacation, plus an additional forty (40) hours of vacation on February 1, 2021, for a total of eighty (80) hours, which must be used by December 31, 2021.

Dates of Continuous Service	Amount of Vacation
February 1, 2019 - April 30, 2019	Zero (0) hours
May 1, 2019 - January 31, 2020	Sixteen (16) hours
February 1, 2020 - December 31, 2020	Forty (40) hours
January 1, 2021 - December 31, 2021	Forty (40) hours
February 1, 2021 - December 31, 2021	Forty (40) hours

Section 2. Hourly paid employees will receive forty (40) hours of pay at their current regular rate for each week of vacation. Pieceworkers will receive forty (40) hours of pay based on their previous year's average hourly rate for each week of vacation. For purposes of computing pieceworkers average, the Company will use the period of the preceding calendar year. The pay week will be based on the employees' regular work schedule of eight (8) hours a day.

By mutual agreement with the Company, an employee may choose to take vacation pay in lieu of vacation time at the end of the vacation year for up to two (2) weeks in five (5) day increments. Employees are required to notify Human Resources by December 1 that they do not plan to utilize their remaining vacation days and wish to be paid out for their earned days as described above with payment to occur by the end of the vacation year.

Section 3. An employee to be eligible for a vacation in the current vacation year must have actively worked at least eighty (80) hours in such year (unless approved by the Company) and must have actively worked at least 1,200 hours between January 1 and December 31 of the preceding year. All compensated time off will count as hours toward the 1,200 hour requirement, which can include up to three hundred forty-six (346) hours of sick leave or workers' compensation leave. In the first year of vacation eligibility 1,200 hours worked since the employee's date of hire will meet the eligibility requirement.

In the event of a substantial reduction in the number of available work hours from the prior year, the Union, upon sixty (60) days notice to the Company, shall have the option of re-opening this section of the collective bargaining agreement for the purpose of proposing a reduction in the above required 1,200 hours.

Section 4. The Company will endeavor to announce the vacation shutdown date, if any ninety (90) days prior to close down if at all possible.

a. Employees with more than two (2) weeks vacation eligibility should submit by March 1 of each year, a vacation request to establish a distribution of vacations that does not interfere with the operating efficiency of the plant. Wherever possible, within these limitations, senior employees will be given preference for selecting their vacation time. Employees not submitting a vacation request by March 1 of each year will lose their right of seniority preference. Vacation schedules will be announced no later than April 1st of each year.

b. Maintenance employees who are required to work the vacation shutdown, will be

permitted to schedule their vacations at any time prior to year end. Such schedules must be approved by the appropriate supervisor and schedule conflicts will be resolved as they occur with preference to the most senior employee.

Section 5. An employee who is granted a leave of absence prior to the vacation shutdown and who is eligible for a vacation for the current vacation year at the time of going on leave, shall receive pay for any earned, unused vacation he/she has not had during the current year. Such vacation pay will be paid at the time of plant shutdown.

Section 6. An employee who resigns or who is discharged for cause and who qualifies for a vacation at the time of resignation or discharge, shall be entitled to receive his/her vacation pay except in cases where the discharge was for stealing.

Section 7. An employee who is granted a leave of absence for service in the Armed Forces shall, at the time of leaving, receive pay for earned but unused vacation during the current year.

Section 8. An employee who is reinstated after a leave of absence for service in the Armed Forces is entitled to a vacation in the year in which he/she returns, if his/her combined service with the Company and the Armed Forces is over one (1) year. However, should an employee receive his/her vacation or vacation pay before going into the Armed Forces and returns from the Armed Forces in the same vacation year, he/she would not be entitled to another vacation for the year.

Section 9. Employees are not eligible to receive vacation pay and sick pay for the same period of absence.

Section 10.a. All vacation may be taken one day at a time except for that required for plant vacation shutdown. Vacation time so taken must be scheduled and approved in advance by the Department Supervisor as follows:

1. Request for vacations must be requested by Tuesday noon of the week preceding the week involved. Employee's request will be granted or denied by Thursday noon.
2. All requests will be handled by seniority and production needs for each department.
3. All requests must be submitted on time or they will not be considered.
4. Employees may use three (3) days in one-half (1/2) day increments if prior approval is obtained.

b. An exception to the above is those cases when an employee elects to apply vacation to a day when he/she would otherwise have been absent; provided, however:

1. Only up to six (6) days of the employee's vacation time can be so used.

c. The only other exception to taking vacation one day at a time, as set forth above, is that an employee may take one-half (1/2) day vacation but only in lack of work situations.

Section 11. Employees hired after January 1, 2020 shall have their vacation run concurrently with FMLA leave as set forth in the Union FMLA policy.

- a.** Employees hired after January 1, 2020 must use fifty (50) percent of their accrued vacation for FMLA leave per the schedule below:

Amount of Vacation per Fiscal Year	Use for FMLA
Forty (40) hours	Twenty (20) hours
Eighty (80) hours	Forty (40) hours
One hundred twenty (120) hours	Sixty (60) hours
One hundred sixty (160) hours	Eighty (80) hours
Two hundred (200) hours	One hundred (100) hours

- b. Vacation for the purposes of FMLA must be taken in no less than one (1) hour increments. One (1) hour increments are only available for FMLA purposes for employees hired after (date of contract).
- c. Should vacation time remain after taking FMLA and this time is less than five (5) hours, the employee must work the balance of the remaining time in order to prevent attendance occurrences. Any time remaining over five (5) hours but less than eight (8) hours can be used for a full day without penalty of attendance occurrences.

ARTICLE 11 WAGES

Section 1. Appendix B is the agreed upon wage rate structure for all Employee Job Titles as of the date of ratification of this agreement.

Section 2. If this agreement is ratified on or before January 21, 2020, all non-probationary employees who were eligible to vote on the contract, who actively worked in 2019 will receive a lump sum payout (less appropriate payroll deductions) of one thousand dollars (\$1,000.00) for employees with greater than one (1) year of service and five hundred dollars (\$500.00) for employees with one (1) year of service or less.

Effective February 10, 2020, all existing job rates, progression rates and starting rates will be increased thirty-five (\$0.35) cents per hour, with the exception of Maintenance and Utility Operators.

If the contract is ratified on January 21, 2020, a one-time retroactive pay will be paid that is calculated from October 12, 2019 through February 9, 2020 based on hours worked during this time frame times thirty-five cents (\$0.35).

Section 3. Effective October 12, 2020, all existing job rates, progression rates and starting rates will be increased forty-five (\$0.45) cents per hour.

Section 4. The Company shall establish a General Inventory Work rate which will be applicable to all employees during the Company's annual inventory period. Such rate shall not apply to employees who may be assigned to regular production work. The rate of pay for such inventory work is outlined in "Appendix B" attached hereto.

Section 5. Thirty-five cents (\$.35) per hour will be paid the second and third shift workers in addition to their regular rate of pay for all hours worked except such night premium will not be paid employees starting at their regular starting time for day shift and who work beyond their regular quitting time.

Section 6. Work performed during the annual vacation plant shutdown that is not normally performed as part of the job classifications as listed in "Appendix A" will be paid at the same rate as that listed in "Appendix B" for General Inventory Work, which inventory rate will not be used in computing an employee's quarterly average.

Section 7. Employees completing more than twenty-five (25) years of service will receive a service bonus upon their anniversary date. The amount of the bonus will be as follows:

- 25 years – equivalency of 1 days pay (at ten (10) hours)
- 26 years – equivalency of 2 days pay (at ten (10) hours)
- 27 years – equivalency of 3 days pay (at ten (10) hours)
- 28 or more years – equivalency of 4 days pay (at ten (10) hours)

The employee's previous yearly average hourly rate of pay or current regular rate for hourly employees will be used to calculate this bonus. This service bonus will be paid in a lump sum payment on the anniversary date of the employee, provided, however, the employee will have the option of using all days to which entitled as additional pre-scheduled vacation days.

Section 8. During the term of this Agreement employees who retire with at least thirty (30) years of service with the Company will receive a one-time payment of \$500 (less applicable deductions) upon retirement.

ARTICLE 12 SANITATION AND SAFETY

Section 1. It is the Company's responsibility to provide and assure within practical operating limitations, all employees with a safe working environment, free from recognized hazards causing or likely to cause, death or serious physical harm.

The Company recognizes the Union's interest in helping to create and maintain safe and healthy working conditions, and in conformance therewith, the Ada Factory Safety Committee will include equal representation from the bargaining unit. The Safety Committee will meet to discuss matters of mutual concern on an as needed basis, but at least monthly. The committee shall observe safety conditions on the shop floor and review safety related non-confidential information and injury/illness records. Employees having reason to believe that a piece of equipment or condition exists in the plant which is unsafe, shall refer such matters to his/her supervisor. If action is not taken when an alleged unsafe condition exists, the matter shall be referred to the Safety Committee for its evaluation and recommendation for possible corrective action.

Section 2. As a safety and sanitary measure, the Company may require a medical examination before or during employment.

Section 3. The Company will require a pre-employment drug test after the offer of employment. If an employee has been on layoff or leave of absence for sixty (60) days or more, a re-entry drug test for any illegal use of drugs will be required at time of return, such test to be conducted within seventy-two (72) hours following the employee's return. If an employee tests positive, their employment is subject to termination.

**ARTICLE 13
POLICY CLAUSE**

Section 1. The Company and the Union agree that they will continue the policy of not discriminating against any employee or applicant because of race, age, sex, color, creed, disability nationality, veteran status, or membership in the Union.

Section 2. GENDER. Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine and neutral genders as well, and singular shall include plural usage and vice-versa, all as the context shall require.

**ARTICLE 14
RULES**

Section 1. Management reserves the right to establish reasonable plant rules.

Section 2. Past disciplinary warnings and documentation for violations of plant rules will not continue to accumulate against an employee once eighteen (18) months have elapsed from the most recent occurrence. Should exceptions exist to this provision, they will be so stated in the specific rule or policy itself.

**ARTICLE 15
SUPERVISORY WORK ON PRODUCTION**

Section 1. No foreperson or supervisor shall engage in bargaining unit work other than for checking, experiment, or emergency. In any other cases, such foreperson or supervisor shall not engage in bargaining unit work so that a production worker is deprived of work hours, overtime, or an opportunity for employment.

**ARTICLE 16
INSURANCE PLANS**

Section 1. ELIGIBILITY. Effective the first of the month following the 30th calendar days of employment, all employees and their dependents shall be eligible to receive group insurance coverage in accordance with the terms and conditions of the AMALGAMATED NATIONAL HEALTH FUND GOLD PLUS PLAN OR SILVER PLUS PLAN as may be selected by the employee. Employees hired after November 11, 2016 shall only be eligible to participate in the SILVER PLUS PLAN provided, however, that in the next enrollment period following one (1) year of service may select either plan.

Section 2. INSURANCE AND CONTRIBUTIONS TO THE PLAN. The Company will make the following contributions to the selected Plan to provide employee and dependent insurance coverage to eligible employees:

GOLD PLUS PLAN				
CATEGORY	Monthly Rates	Company Pay 80%	Employee Pay 20%	Employee Weekly Cost
Effective 02/01/2020				
Employee	\$ 845.00	\$ 676.00	\$ 169.00	\$ 39.00
Employee and Spouse	\$ 1,495.00	\$ 1,196.00	\$ 299.00	\$ 69.00
Employee and Child	\$ 1,139.00	\$ 911.20	\$ 227.80	\$ 52.57
Employee and Children	\$ 1,445.00	\$ 1,156.00	\$ 289.00	\$ 66.69
Employee and Family	\$ 2,389.00	\$ 1,911.20	\$ 477.80	\$ 110.26
Effective 01/01/2021				
Employee	\$ 870.00	\$ 696.00	\$ 174.00	\$ 40.15
Employee and Spouse	\$ 1,540.00	\$ 1,232.00	\$ 308.00	\$ 71.08
Employee and Child	\$ 1,173.00	\$ 938.40	\$ 234.60	\$ 54.14
Employee and Children	\$ 1,488.00	\$ 1,190.40	\$ 297.60	\$ 68.68
Employee and Family	\$ 2,461.00	\$ 1,968.80	\$ 492.20	\$ 113.58

SILVER PLUS PLAN				
CATEGORY	Monthly Rates	Company Pay 85%	Employee Pay 15%	Employee Weekly Cost
Effective 02/01/2020				
Employee	\$ 740.00	\$ 629.00	\$ 111.00	\$ 25.62
Employee and Spouse	\$ 1,414.00	\$ 1,201.90	\$ 212.10	\$ 48.95
Employee and Child	\$ 952.00	\$ 809.20	\$ 142.80	\$ 32.95
Employee and Children	\$ 1,304.00	\$ 1,108.40	\$ 195.60	\$ 45.14
Employee and Family	\$ 1,993.00	\$ 1,694.05	\$ 298.95	\$ 68.99
Effective 01/01/2021				
Employee	\$ 762.00	\$ 647.70	\$ 114.30	\$ 26.38
Employee and Spouse	\$ 1,456.00	\$ 1,237.60	\$ 218.40	\$ 50.40
Employee and Child	\$ 1,000.00	\$ 850.00	\$ 150.00	\$ 34.62
Employee and Children	\$ 1,369.00	\$ 1,163.65	\$ 205.35	\$ 47.39
Employee and Family	\$ 2,093.00	\$ 1,779.05	\$ 313.95	\$ 72.45

*These costs are MEDICAL only. Dental, Vision, Life, Supplemental Life, Dependent Life & Accident Life are separate.

The Employer will pay eighty percent (80%) of the entire cost of the foregoing coverage cost for all employees who enroll in the Gold Plus Plan, and employee will pay twenty percent (20%). Effective January 1, 2018, the Employer will pay eighty-five percent (85%) of the entire cost of the foregoing coverage cost for all employees who enroll in the Silver Plus Plan, and employee will pay fifteen percent (15%).

The Plan reserves the right to adjust benefits and networks.

Said contributions shall be submitted monthly, together with a report of the employee data required by the Trust Fund, on the format prescribed by the Trust Fund, no later than the fifteenth (15th) day of the month following with month for which contributions are to be made.

For the benefits provided for in this section, the Employer and Union agree to be bound by the Agreement and Declaration of Trust of the Amalgamated National Health Fund, or such new, merged or consolidated plan as may be adopted by the Trustees, and they do hereby irrevocably designate as their representative on the Board of Trustees, such Trustees named in said Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement.

As of the effective date of this Agreement, the terms provided herein are consistent with the Agreement and Declaration of Trust of said Plan. However, if in the future, any provision of this Agreement becomes inconsistent with the Agreement and Declaration of Trust, or the Plan of Benefits, rules or procedures subsequently established by the Trustees, any such inconsistent provisions of the Agreement shall be null and void, provided the Trust fund provides written notice to the Employer. However, the Trustee shall not have the power unilaterally to either increase the contribution rate negotiated by the Employer and the Union, or modify the date contributions are to be paid, as set forth in the Collective Bargaining Agreement, during the life of the contract.

Section 3. For each employee who retires after 30 or more years of service with the Company and selects COBRA coverage under either of the above Amalgamated Group Insurance Plan and pays their applicable co-pay, the Company will continue its monthly contribution on behalf of such employee for a period of up to six (6) months during their maximum COBRA duration period.

Section 4. The Company will continue to offer Dental, Vision, Basic Life, Supplemental Life, Dependent Life and Accident Life Insurance as it has in the past.

Section 5. At each enrollment period an opportunity will be provided to opt out of Medical coverage. Employees opting out shall receive \$525.00 for the year paid weekly. Employees hired after January 1, 2020 will not be eligible for the opt out provision of \$525.00 and the opt out will no longer be provided to any employee as of January 1, 2021.

PENSIONS

Section 1. The Company shall make available the Wilson Employees' Pension Plan "MM" (\$20.50) to all eligible employees.

Section 2. Employees hired after November 22, 2004, shall not be eligible to participate in the above pension plan.

Section 3. 401(k) Plan. The Company will make the necessary arrangements for the employees' access to a 401(k) plan administered by a third party and to which employees, on the first of the month following their date of hire, may make contributions.

Effective June 1, 2020, all Union employees will be transitioned to the 401(k) plan offered by the Company. The Company reserves the right to adjust benefits and networks. In 2020, the 401(k) plan shall include the following terms: Union employees will be automatically enrolled at a contribution rate of 3%. They may contact Schwab directly to change this amount, or opt out of participation. Wilson

Sporting Goods Co. will match 50% of each dollar you contribute on the first 8% of pay that you defer to the Plan. Employees are always 100% vested in their own contributions. Company contributions are also immediately 100% vested.

ARTICLE 17
RETIREE LIFE INSURANCE

Section 1. Employees who retire and who are sixty-two (62) years of age or meet this requirement while under disability will have the following amount of paid-up life insurance:

Continuous Company Service	Amount of Life Insurance
15	\$2,500
16	\$3,000
17	\$3,500
18	\$4,000
19	\$4,500
20	\$5,000

ARTICLE 18
ACCIDENT AND SICKNESS COVERAGE

Section 1. Regular full time employees with more than six (6) months of continuous service, who are on the active payroll and who are absent because they become disabled to the extent that they are physically unable to work as hereinafter provided, and such disability is due to sickness or accidental injury, and when such disability and its continuation is supported by acceptable medical evidence, will be entitled to sick benefits in accordance with the following plan.

Section 2. WAITING PERIOD – There shall be a waiting period of one (1) week consisting of seven (7) consecutive days beginning with the first day of absence due to a physical disability before the employee shall become eligible to receive sick benefits. Should the employee be hospitalized or have outpatient surgery during this seven (7) day waiting period, the employees sick benefits will commence on the first day of hospitalization or outpatient surgery provided this day is a regularly scheduled work day for the employee. In determining the date and which benefit, if any, will become effective, the first day on which work is scheduled for any employee and on which he/she is absent due to sickness, hospitalization, outpatient surgery, or accidental injury, shall be considered as the first day of the employee's absence.

Section 3 – NOTIFICATION – The employee must notify the Company of his/her disability on the first scheduled work day of absence in order to establish eligibility for benefits with the exception that should the employee so notify the Company on the second (2nd) or third (3rd) day of such absence, the employee shall have his/her waiting period commence with the day of notification. No benefits shall be paid when notification of disability is given on the fourth (4th) day of absence or later, except in cases where extenuating circumstances made notification impossible and such cases shall be considered on their individual merits. It is not the company's responsibility to initiate the required notification.

Section 4. AMOUNT OF WEEKLY SICK BENEFITS – The amount of the sick benefit payable shall be three hundred fifteen (\$315.00) for each week of seven (7) days. Where the payable is on a daily basis, the pay will be pro-rated.

EFFECTIVE	WEEKLY
February 3, 2020	\$315.00

Sick pay is subject to the same withholding taxes and policies as regular payroll. Life insurance premium will be withheld from sick pay but other voluntary deductions (e.g. bonds, United Way, or Union dues) will not be taken unless specifically requested by the employees, or if regular pay is included on a check with regular pay. Sick pay checks will not be issued for any time less than one day and normally will be issued for one week at a time.

Section 5. NUMBER OF WEEKS OF WEEKLY SICK BENEFITS – Employees who are eligible for sick benefits and who become disabled shall be entitled to benefits for the period of such covered disability not to exceed:

- a. Thirteen (13) weeks for employees with less than 10 years of service.
- b. Twenty-six (26) weeks for employees with more than 10 years of service.

The maximum amount of sick benefits to be paid to any employee for any continuous absence shall be reduced to the extent of the days and weeks of absence for which the employee received sick benefits during the twelve (12) months preceding the starting day of such absence. An employee who otherwise qualifies for sick pay, but has less than twenty-six (26) weeks of continuous service, will receive sick pay not to exceed the number of weeks of continuous service at the time the disability began. It is understood that when an employee's maximum sick benefits as described above are exhausted, no further payments shall be made for the same illness.

Section 6. – MEDICAL REPORTS AND REQUIREMENTS – A report of attending physician on a form provided by the Company must be filled out and signed by a licensed medical provider. A separate report will be required for each full or partial week of absence, except in those cases of extended disability when a specific return to work date is known in which instance the Company will accept such report for each thirty (30) day period of continuous absence. A weekly request for sick pay, signed by the employee, on a form provided by the Company, will be required in any event. Such forms shall be completed promptly. The Company shall have the right, at reasonable times, to have the employee receiving benefits examined, and the employee shall not be entitled to benefits if he/she declines to submit to examination.

In the event of elective surgery, an employee may be required to obtain a second medical opinion to be eligible for sick pay benefits.

Section 7. WHEN SICK BENEFITS ARE NOT PAYABLE. –No payment will be made because of the following:

- a. Where the disability is caused by or is a result of the employee's participation in an illegal act or intentional self-inflicted injury.
- b. For disability or sickness originating or occurring during lay off, personal leave of absence, strike or other non-compensable employment period.
- c. To an employee during his/her vacation period.
- d. For a day on which an employee receives holiday pay.
- e. For disabilities arising out of or in the course of employment.
- f. Not meeting the reporting requirements.
- g. Not meeting the acceptable medical evidence requirements.

Section 8. Sick Leave benefits will run concurrently with the Family and Medical Leave Act as stated in the Family Medical Leave Policy.

ARTICLE 19 FUNERAL PAY

Section 1. When death occurs in the immediate family of an employee who has established seniority, he/she will be allowed up to a maximum of three (3) days absence from work with pay to attend the funeral. The employee shall be paid at his/her job rate. Payment for absence shall be limited to the period from date of death to and including the first work day after the burial and provided such day or days fall during the regularly scheduled work week. Immediate family is deemed to mean husband, wife, mother, father, mother-in-law, father-in-law, children, stepparent, step-children who reside or have resided with the employee, brother, sister, grandparents, and grandchildren. The Company may require the employee to furnish specific information concerning the qualification requirements of this provision whenever such information is not known by the Company.

Section 2. It is understood there occasionally may exist circumstances that require an employee to be absent from work beyond the normal three (3) days or less paid funeral leave, such as business that must be conducted that is directly related to the family death, or travel from a distant location. In those situations, the Company will extend the funeral leave, with the understanding this extension will be on an unpaid basis, will require approval at the time of need, and may also require confirmation of need. No attendance occurrences will be assessed for these additional days.

Section 3. An employee who has established seniority will be allowed one (1) day from work with pay to attend the funeral of a sister-in-law, brother-in-law, great-grandparent, step-grandparent, daughter-in-law, or son-in-law. The relationship in this section must be current.

ARTICLE 20 JURY DUTY

Section 1. Any regular full time employee who has completed their probationary period with the Company and who is on the active payroll and who is summoned for jury duty will receive a difference payment between the amount paid to the employee for each week of jury service and the amount the employee would have earned determined on the basis of a week's earnings computed at forty (40) hours at the employee's base rate. An employee who is issued a subpoena shall be excused from work but not paid by the Company.

ARTICLE 21 STRIKES AND LOCKOUTS

Section 1. It is hereby agreed by the Union and the Company that since this Agreement provides for the orderly and amicable adjustment and settlement of any and all disputes, differences, disagreements, or controversies of any nature or character and there should be no resort to strikes (which includes stoppages or slowdowns of work) by the employees or any lockout by the Company of any employees or group of employees. In view of the foregoing, the Union agrees that it will not authorize any strike, it being understood and agreed however, that any strike not expressly authorized or ratified in writing by the General President of the Union (a copy of which shall be sent to the Company) shall be deemed for all purposes an unauthorized strike for which there shall be no liability on the part of the Union, its local Unions or Joint Boards.

In the event of an unauthorized strike, the Union will endeavor to secure a return of the strikers to work to the end that the dispute may then be settled peaceably in accordance with the procedures

set up herein. In such cases, the employer may impose disciplinary measure upon or discharge the employees involved, in accordance with and subject to the grievance and arbitration provision of this Agreement, as to the fact of participation by the employee, incitation or instigation by the Company and whether the discipline was fair, appropriate and justified under all the circumstances; such measures shall be the sole recourse and exclusive remedy of the Company in the event of a breach of this Agreement.

**ARTICLE 22
TERMINATION**

Section 1. This AGREEMENT shall be in full force and effect as of January 22, 2020, and shall remain in effect through October 15, 2021; provided, however that this AGREEMENT may be terminated or modified as of October 15, 2021 by either party on written notice mailed to the other party at least sixty (60) days prior to October 15, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement this January 22, 2020.

WILSON SPORTING GOODS COMPANY BY:

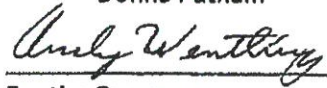
Dave Campbell
Andy Wentling
Amy Conway
David Wilson
Mike Kuehne
Megan McInerney

CHICAGO AND MIDWEST REGIONAL JOINT BOARD, BY:

Doug Warren
Rachelle Wilson

UNION BARGAINING COMMITTEE:


Denise Williams
Derek Gibson
Heather Nicely
Ashley Lamb
Donna Putnam



For the Company

3-3-2020

Date



For the Union
3/5/2020

Date

APPENDIX "A"
DEPARTMENTAL JOB CLASSIFICATION

ASSEMBLY DEPARTMENT

Cutter
Leather Splitter
Decal Striper
Flat Panel Stamper
Special Order Stamper
Ball Turner
Bladder/Lacer
Roll Pound/Die Out
Ball Molder
Miscellaneous Operator
Transport Belt Operator
Packer
Place Valves
Janitor/Repair Processor
Utility Operator – A
Utility Operator – B
Laser Machine Operator

SEWING DEPARTMENT

Puritan Operator
Singer Operator
Sew Stripe
Reinforce
Utility Operator – A
Utility Operator – B

LOCKSTITCH SEWING DEPARTMENT

Lockstitch

MAINTENANCE DEPARTMENT

Maintenance – 4
Maintenance – 3
Maintenance – 2
Maintenance – 1

BLADDER ROOM DEPARTMENT

Bladder Machine Operator

WAREHOUSE DEPARTMENT

Shipping Helper – Warehouse
Shipping Helper –
Production/Warehouse

APPENDIX B - WAGE RATE STRUCTURE

Performance expectation on all jobs within progression schedules as spelled out in this Appendix will be equal to the percentage of base rate that the employee is receiving under this schedule

Employee Job Title	Evaluated Base Rate	Starting Rate	1 Month	2 Months	3 Months	4 Months	6 Months	9 Months	12 Months
Apply Stripes	\$12.62	\$12.52	\$12.62						
Ball Molder	\$11.62	\$11.52	\$11.62						
Reinforce	\$11.62	\$11.52	\$11.62						
Place Valves	\$12.62	\$12.52	\$12.62						
Misc. Operator	\$12.62	\$12.52	\$12.62						
Sew Stripes	\$11.62	\$11.52	\$11.62						
Packer	\$11.73	\$11.62	\$11.73						
Transport Belt Operator	\$11.85	\$11.62	\$11.73	\$11.85					
Decal Stripe Applicator	\$11.85	\$11.62	\$11.73	\$11.85					
Flat Panel Stamper	\$11.85	\$11.62	\$11.73	\$11.85					
Special Order Stamper	\$11.85	\$11.62	\$11.73	\$11.85					
Repair Processor/Janitor	\$12.85	\$12.62	\$12.73	\$12.85					
Roll Pound/Die Out	\$11.85	\$11.62	\$11.73	\$11.85					
Singer Operator	\$11.85	\$11.62	\$11.73	\$11.85					
Bladder/Lacer	\$11.98	\$11.62	\$11.73	\$11.85	\$11.98				
Ball Turner	\$11.98	\$11.62	\$11.73	\$11.85	\$11.98				
Leather Splitter	\$12.12	\$11.74	\$11.85	\$11.98	\$12.12				
Cutter	\$12.27	\$11.85	\$11.98	\$12.12	\$12.27				
Bladder Machine Operator	\$13.67	\$13.10	\$13.23	\$13.37	\$13.52	\$13.67			
Shipping Helper	\$13.42	\$12.85	\$12.98	\$13.12	\$13.27	\$13.42			
Lockstitch Operator	\$13.57	\$13.12			\$13.27		\$13.42	\$13.57	
Puritan Operator	\$13.57	\$13.12			\$13.27		\$13.42	\$13.57	
Auto-Cutter	\$13.57	\$13.12			\$13.27		\$13.42	\$13.57	
Laser Machine Operator	\$13.17	\$12.72			\$12.87		\$13.02	\$13.17	
Utility Op. A *	\$14.50	\$13.00			\$13.50		\$14.00	\$14.50	
Utility Op. B *	\$14.00	\$12.50	\$13.00	\$13.50	\$13.75	\$14.00			
Maintenance - 1	\$18.50	\$17.00			\$17.50		\$17.75	\$18.00	\$18.50
Maintenance - 2	\$19.00	\$17.50			\$18.00		\$18.25	\$18.50	\$19.00
Maintenance - 3	\$19.50	\$18.00			\$18.50		\$18.75	\$19.00	\$19.50
Maintenance - 4	\$20.00	\$18.50			\$19.00		\$19.25	\$19.50	\$20.00
General Inventory Work	\$11.90	\$11.90							

APPENDIX B - WAGE RATE STRUCTURE**Effective October 12, 2020**

Performance expectation on all jobs within progression schedules as spelled out in this Appendix will be equal to the percentage of base rate that the employee is receiving under this schedule

Employee Job Title	Evaluated Base Rate	Starting Rate	1 Month	2 Months	3 Months	4 Months	6 Months	9 Months	12 Months
Apply Stripes	\$13.07	\$12.97	\$13.07						
Ball Molder	\$12.07	\$11.97	\$12.07						
Reinforce	\$12.07	\$11.97	\$12.07						
Place Valves	\$13.07	\$12.97	\$13.07						
Misc. Operator	\$13.07	\$12.97	\$13.07						
Sew Stripes	\$12.07	\$11.97	\$12.07						
Packer	\$12.18	\$12.07	\$12.18						
Transport Belt Operator	\$12.30	\$12.07	\$12.18	\$12.30					
Decal Stripe Applicator	\$12.30	\$12.07	\$12.18	\$12.30					
Flat Panel Stamper	\$12.30	\$12.07	\$12.18	\$12.30					
Special Order Stamper	\$12.30	\$12.07	\$12.18	\$12.30					
Repair Processor/Janitor	\$13.30	\$13.07	\$13.18	\$13.30					
Roll Pound/Die Out	\$12.30	\$12.07	\$12.18	\$12.30					
Singer Operator	\$12.30	\$12.07	\$12.18	\$12.30					
Bladder/Lacer	\$12.43	\$12.07	\$12.18	\$12.30	\$12.43				
Ball Turner	\$12.43	\$12.07	\$12.18	\$12.30	\$12.43				
Leather Splitter	\$12.57	\$12.19	\$12.30	\$12.43	\$12.57				
Cutter	\$12.72	\$12.30	\$12.43	\$12.57	\$12.72				
Bladder Machine Operator	\$14.12	\$13.55	\$13.68	\$13.82	\$13.97	\$14.12			
Shipping Helper	\$13.87	\$13.30	\$13.43	\$13.57	\$13.72	\$13.87			
Lockstitch Operator	\$14.02	\$13.57			\$13.72		\$13.87	\$14.02	
Puritan Operator	\$14.02	\$13.57			\$13.72		\$13.87	\$14.02	
Auto-Cutter	\$14.02	\$13.57			\$13.72		\$13.87	\$14.02	
Laser Machine Operator	\$13.62	\$13.17			\$13.32		\$13.47	\$13.62	
Utility Op. A	\$14.95	\$13.45			\$13.95		\$14.45	\$14.95	
Utility Op. B	\$14.45	\$12.95	\$13.45	\$13.95	\$14.20	\$14.45			
Maintenance - 1	\$18.95	\$17.45			\$17.95		\$18.20	\$18.45	\$18.95
Maintenance - 2	\$19.45	\$17.95			\$18.45		\$18.70	\$18.95	\$19.45
Maintenance - 3	\$19.95	\$18.45			\$18.95		\$19.20	\$19.45	\$19.95
Maintenance - 4	\$20.45	\$18.95			\$19.45		\$19.70	\$19.95	\$20.45
General Inventory Work	\$12.35	\$12.35							

LETTER OF AGREEMENT

During 1995 collective bargaining, we came to an agreement on a number of issues. This letter will confirm our agreement on these issues.

- We agree that a brief summary of a position will be included when a job vacancy is posted.
- When a check study is performed on a position, it will be completed within ten (10) days whenever possible. If after fifteen (15) days, the position has not yet been evaluated, the employee in the position will be paid at the employee's average rate until the study is completed.
- Due to the nature of the work of the plant janitor classification, the Company reserves the right to hire a janitor to clean the office area, who is not a Union member nor is required to become one.
- Employees in the maintenance classification who take classes on their own time, that the Company approves, to enhance their job skills and improve their ability to perform their job will be reimbursed for the expense. Reimbursement will be based on providing a receipt for the class cost and a copy of a passing grade, C or better. No books or other fees outside of tuition will be reimbursed.
- The Company will assess the current number of first-aid responders and make training available if it is determined more are needed.
- We agree that stewards are encouraged and invited to attend Labor/Management meetings.
- Four (4) hours maximum is all that can be applied towards make-up hours, with the supervisor's approval. This time will be made up outside of the overtime provisions of the contract. These hours will not interfere with current contract language. This provision can only be used up to four (4) times in a calendar year.
- The Ada facility is a smoke-free building. Employees may smoke outside the building in the designated areas.
- In the event of the death of a co-employee, the Union President and Plant Manager will meet to discuss the appropriate arrangements for those employees who want to attend the funeral.
- In case of an absence, the employee is required to notify the Company as soon as possible by calling 419-634-9901. To leave a voice mail, the extension is **4050**. Call should be made within the first two (2) hours of the scheduled shift, unless circumstances clearly prevent the employee from doing so. When calling, the employee should give NAME, DATE AND TIME OF THE CALL, REASON FOR THE ABSENCE AND LENGTH OF TIME EXPECTED TO BE ABSENT. Failure to call in timely may result in disciplinary action.

AGREED:

Dallas R. Sells
Manager Eastern Division

Dan Riegler
Plant Manager

AGREEMENT AMENDED (November, 2007):

Christopher Rose
Service Representative
UNITE HERE!

Dan Riegler
Plant Manager

AGREEMENT AMENDED (December, 2010):

Steve Ridley
Assistant Ohio State Director
Chicago and Midwest Regional Joint Board

Dan Riegler
Plant Manager

LETTER OF AGREEMENT

As we discussed during negotiations, there are times when we need to fill temporary jobs for compelling business reasons. In such cases the Company and Union will meet to discuss the hiring of college/summer employees. The hiring process will not be initiated until such time that the parties have mutually resolved any and/or all outstanding issues raised during said meeting.

The Company will take into consideration voluntary layoffs if it believes conditions are appropriate.

AGREED:

Dallas R. Sells
Manager Eastern District
Joint Board

Dan Riegle
Plant Manager

AGREEMENT AMENDED:

Christopher Rose
Service Representative
UNITE HERE!

Dan Riegle
Plant Manager

LETTER OF AGREEMENT

During the negotiations leading to the current Collective Bargaining Agreement, the parties discussed the possibility of a conversion to alternate manufacturing methods. As such a conversion is only a possibility and its structure, if implemented, unknown, it was impossible to engage in meaningful negotiations during our 2017 collective bargaining. Further, the timetable of such a conversion, if any, was equally unknown.

Because this conversion may be implemented during the term of the current contract, and in order to give the parties the opportunity to negotiate as to those provisions which may be affected or relevant, the parties agree on this re-opener Letter of Agreement.

The Company or the Union may give written notice to the other that it desires to re-open this Agreement. The parties shall be given not less than sixty (60) days' notice. The parties may then negotiate over the terms and conditions either party believes applicable to the alternate manufacturing method. Agreements reached by the parties in negotiations shall be added to and incorporated into this Agreement and this Agreement, as so modified, shall continue in effect until terminated pursuant to its terms. In the event the parties are unable to reach an agreement after sixty (60) days, either party shall have access to its economic recourse, including implementation, and the Agreement shall be suspended during any such period.

AGREED:

Doug Warren
Chicago and Midwest Regional Joint Board

Dan Riegle
Plant Manager

DRAFT SIDE LETTER

Mr. Dallas R. Sells
Manager, Eastern District Joint Board
UNITE
333 14th Street, 4th Floor
Toledo, OH 43624

Dear Mr. Sells:

During our 2001 collective bargaining negotiations we agreed to the following additional matters:

- With respect to the calculation of the lump sum payments set forth in Article VIII, Section 3 and 4, compensated “union time” will count as “hours worked”.
- The issues of rest period times and any ergonomic matters will be discussed by the Labor/Management Committee.